

Schedule 3.5

Required Consents

The following agreements require written consent:

1. Lease Agreement between Worley & Obetz, Inc. and 202 Greenfield LP dated August 30, 2013
2. DEP Grant Agreement between Worley & Obetz, Inc. and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Pollution Prevention and Energy Assistance
3. Lease Agreement between 333 Sylvan Avenue, LLC and AmeriGreen Energy, Inc. dated April 26, 2013
4. Lease Agreement between 333 Sylvan Avenue, LLC and AmeriGreen Energy, Inc. dated April 22, 2015
5. Commercial Lease Agreement between Lyons & Obetz and AmeriGreen dated April 1, 2014
 - a. AmeriGreen has the right to assign the lease to a corporation with which AmeriGreen may merge or consolidate, to any subsidiary of AmeriGreen, to any corporation under common control with AmeriGreen or to a purchaser of substantially all of AmeriGreen's assets without consent.
6. Commercial Lease Agreement between Lyons & Obetz and AmeriGreen dated July 1, 2011
 - a. AmeriGreen has the right to assign the lease to a corporation with which AmeriGreen may merge or consolidate, to any subsidiary of AmeriGreen, to any corporation under common control with AmeriGreen or to a purchaser of substantially all of AmeriGreen's assets without consent.
7. Lease Agreement between RZ Realty, LP and AmeriGreen Energy, Inc. dated November 25, 2014
 - a. AmeriGreen Energy, Inc. has the right to assign the lease to an affiliate or successor by reason of merger, consolidation, asset or stock acquisition without consent.
8. Equipment Lease Agreement between Elbow River Marketing USA LTD and AmeriGreen Propane, LLC dated July 1, 2017
9. Biodiesel Terminal Storage and Thru Put Agreement between Westmore Fuel Co., Inc, and AmeriGreen Energy dated October 30, 2014
 - a. AmeriGreen has the right to assign to an affiliate or subsidiary without consent.
10. Propane Throughput Agreement between AmeriGreen Energy and Boyle Energy
 - a. Agreement states that Boyle Energy may assign without prior written consent, implying that AmeriGreen Energy cannot because the agreement can only be amended by written consent.
11. Thruput Agreement between General Bangtson LLC and AmeriGreen Energy, Inc.
12. Lease Agreement between Buckeye Energy Services, LLC and Worley & Obetz Inc. dated June 28, 2017
13. Lease Agreement between Buckeye Terminals, LLC and Worley & Obetz Inc. dated September 19, 2014

14. Lease Agreement between Crowe Realty, LLC and Worley & Obetz dated September 8, 2005
15. Lease Agreement between Crowe Realty, LLC and Worley & Obetz dated October 1, 2010
16. Lease and Purchase Agreement between Crowe Realty, LLC and Worley & Obetz dated September 9, 2010
17. Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated January 1, 2012
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
18. Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated June 1, 2012
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
19. Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated September 1, 2011
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
20. Agreement between H. L. Wiker, Inc. and Worley & Obetz, Inc. dated August 2008
 - a. Even if written consent is granted, Worley & Obetz is still liable for payment of all terms, conditions, and covenants.
21. Lease Agreement between H. L. Wiker, Inc. and Worley & Obetz, Inc. dated January 16, 2008
 - a. Even if written consent is granted, Worley & Obetz is still liable for payment of all terms, conditions, and covenants.
22. Lease Agreement between J. W. Bishop Properties, LLC and Worley & Obetz, Inc. dated March 4, 2013
23. Commercial Lease Agreement between Lester R. Summers, Inc. and Worley & Obetz Inc. dated July 1, 2015
24. Commercial Lease Agreement between Lester R. Summers, Inc. and Worley & Obetz Inc. dated September 1, 2016
25. Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2016 (41 Doe Run Road)
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
26. Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2016 (55 Doe Run Road)

- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
27. Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2009
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
28. Commercial Lease between Obetz Enterprises and Worley & Obetz Inc. dated April 24, 1997
29. DEP Grant Agreement Worley & Obetz, Inc. and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Pollution Prevention and Energy Assistance dated July 6, 2017
30. Operating Agreement of PJM Interconnection, LLC (to which AmeriGreen Energy, Inc. is a member)
 - a. The rights and obligations created by the Agreement shall inure to and bind the successors and assigns of AmeriGreen; provided, however, that the rights and obligations of AmeriGreen hereunder shall not be assigned without the approval of the Members Committee except as to a successor in operation of AmeriGreen's electric operating properties by reason of a merger, consolidation, reorganization, sale, spin-off, or foreclosure, as a result of which substantially all such electric operating properties are acquired by such a successor, and such successor becomes a Member.
31. Product Sales Agreement between UGI Energy Services, LLC and AmeriGreen Energy, Inc. dated May 19, 2014
 - a. If AmeriGreen is assigning the agreement to an affiliate (who's creditworthiness is comparable to or higher than that of the AmeriGreen), or assigning the agreement to any person or entity succeeding to all or substantially all of the assets of the AmeriGreen, then only written notice is required.
32. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2014
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
33. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2015
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
34. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2016
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.

35. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated June 1, 2017
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
36. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 3, 2018
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
37. Propane Throughput Agreement between AmeriGreen Energy and RF Ohl Fuel Oil, Inc. dated July 1, 2014
 - a. Agreement states that RF Ohl Fuel Oil, Inc. may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
38. Propane Throughput Agreement between AmeriGreen Propane LLC and RF Ohl Fuel Oil, Inc. dated July 1, 2017
 - a. Agreement states that RF Ohl Fuel Oil, Inc. may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
39. Lease Agreement between Rohrer's Quarry and Worley & Obetz dated June 1, 2014
40. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated January 1, 2010
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
41. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated January 1, 2011
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
42. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated September 1, 2012
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
43. Biodiesel Storage & Marketing Agreement between AmeriGreen Energy, Inc. and Buckeye Terminals, LLC dated October 1, 2012
 - a. Written consent is not needed for an assignment to an affiliate, a successor of all or substantially all of the assignor's business and assets, or any entity that the assignor merges into or consolidates with. However, an assignment to an affiliate will not relieve the transferor of any of its obligations.
44. Agreement between IPT, LLC and AmeriGreen Energy Inc. (January 2012)

- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
- 45. Agreement between IPT, LLC and AmeriGreen Energy Inc. (July 2012)
 - a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
- 46. Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2014)
 - a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
- 47. Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2016)
 - a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
- 48. Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2017)
 - a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
- 49. Tank Storage Agreement between Colmar Terminal, Inc. and AmeriGreen, Inc. dated February 19, 2014
 - a. Written consent is not needed for a merger, consolidation, or transfer of all of the transferor's assets for valid business purposes (other than the avoidance of obligations under the agreement).
- 50. Terminalling Agreement between AmeriGreen Energy and Arc Terminals Pennsylvania Holdings LLC dated July 25, 2016
 - a. AmeriGreen Energy may assign the agreement to an affiliate, but it will still be liable for the obligations.
- 51. Terminal Services Agreement between Plains Products Terminals LLC and AmeriGreen Energy Inc. dated May 1, 2010

- a. AmeriGreen Energy may assign the agreement to an affiliate or subsidiary upon 10 days prior written notice, but it will still be liable for the obligations.
- 52. Product Terminal Services Agreement between Sunoco Partners Marketing & Terminals and AmeriGreen dated November 21, 2014
 - a. Written consent is not needed for an assignment to one or more of the assignor's affiliates or subsidiaries, or to a successor of all or of substantially all of the assignor's business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment will not relieve the assignor of any of its obligations.
- 53. Biodiesel Terminal Storage and Thru Put Agreement between Windsor Fuel Co., Inc. and AmeriGreen Energy dated August 1, 2015
 - a. AmeriGreen Energy may assign the agreement to an affiliate or subsidiary.
- 54. Terminal Throughput Agreement between Fred M. Schildwachter & Sons, Inc. and AmeriGreen Energy, Inc. dated November 9, 2015
- 55. Terminal Throughput Agreement between Fred M. Schildwachter & Sons, Inc. and AmeriGreen Energy, Inc. dated September 2014
- 56. Master Agreement between Vendor Services Group and Worley & Obetz (December 2016)
- 57. Lease Agreement between Waverly Trade Center, LLC and Worley & Obetz dated May 1, 2013
- 58. Lease Agreement between H. C. Rineer Sons Partnership ("Landlord") and Worley & Obetz dated May 30, 2006
 - a. Worley & Obetz remains liable to H. C. Rineer unless otherwise agreed to in writing by H. C. Rineer.
- 59. **Non-Exclusive Fee Agreement between Ecova, Inc. and AmeriGreen Energy, Inc. dated August 19, 2013**
- 60. **Channel Partner Agreement between Agera Holdings LLC and AmeriGreen Energy, Inc. [2017]**
- 61. **Confidential Marketing Agreement between EnerPenn USA, LLC and AmeriGreen Energy, Inc.**
 - a. **Confidentiality Agreement between EnerPenn USA, LLC and AmeriGreen Energy, Inc. attached as Exhibit A**
- 62. **Non-Exclusive Fee Agreement between AmeriGreen and South Jersey Energy Company [2014]**
- 63. **Independent Contractor Agreement between AmeriGreen Energy, Inc. and NextEra Energy Services, LLC**
- 64. **Broker Agreement between AmeriGreen Energy, Direct Energy Business, LLC, and Direct Energy Business Marketing, LLC [2015]**
- 65. **Broker Agreement between AmeriGreen Energy and Energy Service Providers, Inc. dated October 6, 2015**
- 66. **Agent Services Agreement between Supreme Energy Inc. and AmeriGreen Energy, Inc.**
- 67. **Master Broker Agreement between AmeriGreen Energy, Inc. and Constellation NewEnergy, Inc., Constellation Energy Services, Inc., and Constellation Energy Services of New York, Inc.**

- 68. Sales Agent Agreement between AmeriGreen Energy and U.S. Energy Partners LLC dated March 21, 2018**
- 69. Brokerage Agreement between New York Energy Inc. and AmeriGreen Energy, Inc. dated May 24, 2018**
- 70. Customer Referral Agreement between AmeriGreen Energy, Inc. and Mint Energy, LLC**
- 71. Broker Agreement between AmeriGreen Energy, Inc. and TriEagle Energy, LP dated December 11, 2013**
- 72. Payment Remittance Agreement between AmeriGreen Energy, Inc. and AP Gas & Electric (TX), LLC dated December 22, 2017**
- 73. Broker Agreement between AmeriGreen Energy, Inc. and FPP Holdings, LLC dated October 12, 2016**
- 74. Commodity Broker Agreement between AmeriGreen Energy, Inc. and Source Power & Gas LLC dated December 14, 2017**
- 75. Commercial Sales Partnership Agreement between AmeriGreen Energy, Inc. and SFE Energy Inc.**
- 76. Broker Agreement between AmeriGreen Energy, Inc. and Freepoint Energy Solutions LLC dated May 3, 2018**
- 77. Sourcing Fee Agreement between AmeriGreen Energy, Inc. and Infinite Energy dated January 12, 2017**
- 78. Agent Agreement between AmeriGreen Energy, Inc. and Spark Energy Gas, LLC**

The following agreements require approval, but it does not need to be written:

1. Franchise Agreement for a Pacific Pride Commercial Fueling System Territory between Pacific Pride Services, LLC and Worley & Obetz Inc.

The following agreements contain restrictions on sharing information and thus approval should be obtained:

1. Non-Disclosure Agreement between Mansfield Oil Company of Gainesville, Inc. and AmeriGreen Energy, Inc. dated July 28, 2017
2. Confidentiality Agreement between Elbow River Marketing LTD. and AmeriGreen Propane, LLC
3. Non-Disclosure Agreement between Superior Gas Liquids and AmeriGreen Propane, LLC
4. Confidentiality and Non-Disclosure Agreement (Letter form) between United Metro Energy Corp. and AmeriGreen Energy dated July 20, 2017
5. Confidentiality and Non-Disclosure Agreement (Letter form) between IPC(USA), Inc. and AmeriGreen Energy, Inc. dated January 2, 2018
6. Confidentiality Agreement between U.S. Venture Inc. and AmeriGreen Energy, Inc.
7. **Mutual Confidentiality Agreement between Summit Energy Services, Inc. and AmeriGreen Energy, Inc.**